Alabama Community College System & Alabama Higher Education Joint Purchase Agreement Initiative

Response To:
Request for Bid # ACCS-2019-01

Prepared For:
Alabama Community College System
Attn: Joint Purchase Agreement Initiative
135 South Union Street, Suite 135
Montgomery, AL 36104
Phone: 334-293-4507
E-mail: JPA-Notification@accs.edu

Prepared By:
Presidio Networked Solutions LLC
22 Inverness Pkwy, Suite 100
Birmingham, AL 35242

Brian Brantley
Account Manager
Phone: 205-238-6026
Cell: 205-602-2069
E-mail: bbrantley@presidio.com

Trey Oliver
Account Manager
Phone: 205-238-6018
Cell: 501-831-2373
E-mail: toliver@presidio.com
A. Letter of Transmittal

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

Identify the submitting organization
Identify the name and title of the person authorized by the organization to contractually obligate the organization
Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
Identify the names, titles and telephone numbers of persons to be contacted for clarification
Explicitly indicate acceptance of the Conditions Governing the Procurement
Be signed by the person authorized to contractually obligate the organization
Acknowledge receipt of any and all amendments to this RFB.

Response:
The required letter of transmittal is provided on the following page.
February 15, 2019

Alabama Community College System
135 South Union Street, Suite 135
Montgomery, Alabama 36104

Subject: Joint Purchase Agreement Initiative
Bid #: ACCS-2019-01; due February 15, 2019 by 4:00 PM CST

To Whom It May Concern:

Thank you for giving Presidio Networked Solutions LLC (Presidio) the opportunity to respond to the above-referenced solicitation.

Trey Oliver and Brian Brantley are Presidio’s designated Account Managers for ACCS and its various constituents. If you have any questions or concerns regarding our proposal submission, please contact either via the phone numbers or email addresses provided below.

Presidio Networked Solutions LLC
Trey Oliver, Account Manager
Phone: 205-238-6018 • Cell: 501-831-2373 • Email: toliver@presidio.com

Brian Brantley, Account Manager
Phone: 205-238-6026 • Cell: 205-602-2069 • Email: bbrantley@presidio.com

As the Director of Government Contracts, I am authorized to negotiate the contract on behalf of and to contractually obligate Presidio. My contact information is:

Presidio Networked Solutions LLC
8161 Maple Lawn Blvd. Suite 150, Fulton, MD 20759
Trina Dennis-Carlson, Director of Government Contracts
Phone: 301-623-1872 • Email: tdennis-carlson@presidio.com

Presidio accepts the Conditions Governing the Procurement and acknowledges receipt of all amendments to this RFB.

Sincerely,

Trina Dennis-Carlson
Director of Government Contracts
B. Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

Response:
The required Evaluation Submission Form is provided below.

Vendor Contact Information
This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to JPA-Notification@accs.edu.

Vendor Name: Presidio Networked Solutions LLC Last Updated: February 15, 2019

JPA Website Address: https://eportal.presidio.com

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Phone Number(s)</th>
<th>E-mail Address(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contract Executive(s)</td>
<td>Trina Dennis-Carlson 301-623-1872</td>
<td><a href="mailto:tdennis-carlson@presidio.com">tdennis-carlson@presidio.com</a></td>
</tr>
<tr>
<td>Sr. Account/Sales Manager(s) (by region if necessary)</td>
<td>Ed Gogol 678-291-1994</td>
<td><a href="mailto:egogol@presidio.com">egogol@presidio.com</a></td>
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<td>Account/Sales Manager(s) (by region if necessary)</td>
<td>Trey Oliver 501-831-2373 Brian Brantley 205-602-2069</td>
<td><a href="mailto:toliver@presidio.com">toliver@presidio.com</a> <a href="mailto:bbrantley@presidio.com">bbrantley@presidio.com</a></td>
</tr>
<tr>
<td>Technical Support</td>
<td>Joel Murphy 205-533-8495</td>
<td><a href="mailto:jemurphy@presidio.com">jemurphy@presidio.com</a></td>
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BID INFORMATION INDEX
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E.5 BID FORMAT AND ORGANIZATION

E.6 EVALUATION

E.7 EXCEPTIONS AND/OR CLARIFICATIONS REQUESTED
D. Bid Summary

ACCS is establishing a technology purchasing contract for system institutions and other higher education entities to use in acquiring information technology equipment. Presidio is proposing a renewable purchasing agreement, which will serve ACCS and its constituents’ current needs and future demands for Cisco products and Presidio professional services.

Presidio’s Commitment to Support Ensures Satisfaction from a Proven Vendor

Presidio provides clients with a complete range of professional services and products to support network infrastructure requirements. ACCS will find what differentiates us from the competition is the cumulative experience and knowledgebase gained from years of delivering services successfully, on time, and within budget. The evidence is Presidio’s highly satisfied customer base. A true network integrator since 1986, with revenues in excess of $2 billion, our success of nearly 15 percent per annum growth is a reflection of close partnerships with enterprise clients and an unyielding commitment to our customers.

Our most valuable clients view Presidio as an extension of their organization. We proactively work with them to identify opportunities and apply technology solutions to resolve business challenges, lower costs, and improve business processes. Our clients tell us the Presidio difference can be explained in three words:

- **Experience**: Decades of hands-on, practical experience building and managing best practice infrastructure solutions.

- **Expertise**: More than 1,600 certified engineers who hold more than 5,000 individual technical certifications and are true experts in their chosen specializations.

- **Execution**: Proven project and managed service delivery methodologies, proprietary tools to ensure operational excellence, and the highest quality service for our clients.

ACCS can have confidence in Presidio as a Cisco Gold Partner and proven integrator.

D.1 Company Overview

Presidio is one of the largest and most adept providers of advanced technology solutions and services. We are passionate about driving results for our clients, delivering the highest quality of products and services to help them unlock the unlimited potential of a completely connected world.

Presidio recognizes that in today’s business climate, IT investments need to be strategic and practical to have immediate impact. Our holistic approach blends experience and expertise with proven processes and technologies to satisfy our clients’ technical business objectives, providing significant value differentiation.
As one of the largest solution providers in the U.S., Presidio combines experience and stability with regional expertise and service, so ACCS can rest assured we will be there to help you locally with the ability to cover your global business needs.

Presidio collaborates with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Presidio has more than 2,800 IT professionals, 1,600+ of which are highly certified consulting engineers, based conveniently in 60+ offices throughout the U.S. Our 97 percent client retention rate and double-digit annual growth rates for 15+ years demonstrate our passion for driving client results.

We are not just trusted partners; we enable new thinking that can benefit ACCS now and in the future.

**Presidio’s Value Add**

Presidio’s superior expertise is our core strength. Our clients view Presidio as an extension of their organization proactively working with them to identify opportunities and apply solutions that improve technology challenges and satisfy business objectives. By taking the time to understand how our clients define success, Presidio designs enduring solutions that meet your immediate needs, and prepare you for tomorrow.

One of Presidio’s main competitive advantages is our ability to integrate complex, multi-technology environments. We have the technical expertise to navigate and assess unique IT challenges, interpret requirements, and transform the latest technology innovations into meaningful enhancements to our clients’ existing infrastructure. We combine the strategic vision, planning skills, and business acumen typically found in only the largest consulting companies, with the actionable, results-oriented approach of systems integrators. We provide the right levels of support using the most cost-effective programs available. In summary, Presidio offers the following:
Insight
- Collaborative and Consultative Approach to Solving for IT and Business Challenges
- Strategic Engagement Framework for complex integration projects
- Experience and Depth with top Innovators in Market

Integrity
- Architect Solutions we Know will work
- Focused on Business impact from the start
- Design for short term/long term problem solving

Assurance
- Able to help you support any solution and environment
- Financial strength to help find right procurement and financing models
- Customer satisfaction and Client Experience focused delivery model

Presidio Helps Transform Your Business

Presidio designs and implements innovative solutions that create value and allow organizations to increase responsiveness, manage decreasing resources, and increase collaboration.

Organizations across all industries are challenging their IT teams to transform their businesses by implementing advanced technologies to better connect employees, business partners, and customers in an increasingly global marketplace. At the same time, organizations are looking to technology to enable innovation. IT teams are asked to reduce capital investments, deliver IT as a Service (ITaaS), and meet increasingly complex regulatory and compliance requirements.

Our knowledge of advanced technologies paired with our broad portfolio of solutions and services offerings will help ACCS:
- Accelerate technology adoption
- Reduce operational costs
- Improve risk management and security
- Focus IT team on strategic priorities
- Boost IT productivity and service quality

Presidio can help. We design and implement innovative solutions that create value, and allow organizations to increase responsiveness, manage decreasing resources, and increase interagency collaboration.
D.2 History and Lines of Business

Presidio LLC (Presidio) is an information technology (IT) infrastructure solutions provider that services approximately 8,000 clients across a broad range of industries in the United States. Our nearly 1,600+ engineers assist our clients in designing, procuring, implementing, and managing IT infrastructures. We provide services to our predominantly middle-market client base across six core technology verticals, including networking, data centers, mobility, security, collaboration, and contact centers. Our developed solutions incorporate technologies from over 500 leading OEMs, and we have over 2,800 employees across 60+ offices in the United States, making us one of the largest IT services providers in the United States. In February 2015, we were acquired by funds affiliated with Apollo Global Management. On March 10, 2017, Presidio became a publicly traded company on the NASDAQ exchange.

Some of our business units date back to 1985, and since inception, we have grown from a regional, network-focused provider to a leading U.S. solutions provider that offers a comprehensive suite of IT infrastructure solutions through our national footprint. Our early focus was on expanding our regional presence and skill set expertise through both organic and acquisitive growth. By 2010, we had completed six acquisitions that complemented our core services businesses, which also expanded our presence to 33 offices in 18 states. Since 2010, we have completed several additional acquisitions, creating one of the largest IT services providers in the nation with 60+ offices in 38 states.

Additions to our organization are Sequoia Worldwide LLC, a Silicon-Valley based company specializing in cloud consulting, infrastructure integration, and software development and integration solutions; and Netech, a Midwestern IT service provider specializing in collaboration, data center, network foundation, integrated maintenance, and physical security solutions. The acquisitions of Sequoia and Netech continue Presidio’s leadership in advising, designing, and implementing solutions that enable our customers to derive maximum value from their IT investments.

Presidio recently acquired Emergent Networks, a trusted information technology (IT) adviser to enterprise organizations across Minnesota. This acquisition expands our footprint and enables us to deliver core offerings to customers such as design, integration, and optimization of data center and cloud, infrastructure, network security, unified communications, and enterprise networking solutions to customers in the Midwestern U.S. Those customers represent a broad variety of segments and industries including utilities, retail, financial services, and healthcare.
In April 2018, Presidio concluded the acquisition of Red Sky Solutions, a security specialized consulting engineering firm, based in Utah. Red Sky focuses on cost-effective, security-forward IT strategy solutions, including consultation and implementation services centered on networking, storage, application delivery, and virtualization. This brings significant additional capabilities to Presidio’s security architecture review capabilities and objective consulting.

Presidio operates primarily through two wholly-owned subsidiaries:

- Presidio Networked Solutions LLC, a leading provider of life-cycle based IT infrastructure solutions and services for the enterprise, commercial and government markets; and,

- Presidio Technology Capital, LLC, an IT infrastructure leasing company.

These subsidiaries broaden Presidio’s portfolio and enhance our technical capabilities to satisfy the diverse technology requirements and business objectives of growing and established companies. The result is a comprehensive portfolio of solutions and services that includes:

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<td>Enables multinational customers to deploy IT solutions globally with:</td>
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<td>• Global Project Management/Logistics globally orchestrated and locally delivered.</td>
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<tr>
<td>• Customized Cost-Effective Solutions to accommodate IT budgets, regardless of location.</td>
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<tr>
<td>• Global Project Management/Logistics orchestrated and delivered.</td>
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### Managed Services
- Network Management and Monitoring
- Managed Security and Risk Services
- Data Center Managed Services
- Storage Management Services
- Hosted Collaboration Services
- Video and Telepresence Management
- Contact Center Management Service
- Telephony and Unified Communications Management
- Telecom Carrier Consulting and Solutions

### Internet of Things
Provides practical implementation and integration of OEM products, including:
- Extending capabilities of commercial off-the-shelf products to solve complex technology requirements.
- Designing, integrating, and developing software, firmware, and systems.
- Create unique solutions that are interoperable and adaptable with clients’ environments and business requirements.

### Equipment Financing
- Traditional Master Lease Agreement
- Technology Acquisition Leasing Lines
- Project Finance – “As a Service” Solutions
- Capacity on Demand
- Qualifying Tier 1 Minority Business Enterprise (MBE) Credits
- Payment Agreements
- Presidio Access Support System – Asset Management System
E. Response to General Requirements and Specifications

E.1 INTRODUCTION

E.1.1 Purpose of This Request for Bid

The Alabama Community College System (ACCS) is partnering with other Alabama Higher Education entities to request bids from technology equipment manufacturers and/or dealers on behalf of the System institutions and other authorized entities. The ACCS is comprised of the twenty-three (23) community colleges, two (2) technical colleges, one (1) military institution, and the Alabama Technology Network (Appendix A). Any institutions or programs that may be acquired or added to the ACCS during the life of this contract will automatically be added as entities eligible to procure products from the contract. Any four-year institution or K-12 district/system which wishes to join during the life of this contract may be added as an eligible entity. Additionally, the public K-12, two, and four-year institutions listed in Appendix A are also eligible to purchase from this contract.

Each entity will generate its own purchase orders, payments, etc., and delivery must be made according to the instructions on the purchase order. The intent of this request is to establish an annual contract for technology related equipment to be purchased on an as needed basis for the listed entities as needs arise during the contract period.

The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis with qualified technology equipment suppliers, distributors, and/or manufacturers who shall directly supply technology equipment and value-added professional services, including software and peripherals, and maintenance and support services to qualified purchasers. Peripheral and computer component manufacturers are excluded from this procurement.

This RFB is not designed to meet the E-Rate requirements specified by the Universal Service Administrative Company. The Alabama Community College System shall not negotiate on behalf of any party with a Letter of Agency. The System shall not certify an FCC Form 470, nor receive and evaluate bids, nor negotiate with service providers of E-Rate products and services.

The Alabama Community College System reserves the right to negotiate with vendors for a product or product line that was not available at the time of the Request for Bid.

The thrust of the RFB is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor.

This RFB is prepared under the authority of ACT No. 2003-392. This procurement will result in a multiple source award.
Term – Bid awards issued under this Request for Bids shall be for an initial period of one year to renew automatically for one additional year if not canceled by The System prior to the one-year anniversary date of the award letter. The System shall have the option to extend awards for an additional (third) year by giving notice of such extension prior to the two-year anniversary of the award letter.

Response:
Presidio acknowledges and understands.

E.1.1.1 Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-purpose software and peripherals, to authorized procuring entities. Vendors are required to provide maintenance services on equipment that is purchased. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

Response:
Presidio acknowledges, understands, and will comply.

E.1.2 Scope of Procurement

The scope of procurement includes a wide range of manufacturer supplied technology equipment, including peripherals, general-purpose software, maintenance, professional consulting services, and support services. Vendors shall not provide any form of application development services under the terms and conditions of the contract. Educational offerings including special purpose educational software and hardware configurations are included.

Response:
Presidio acknowledges and understands.

E.1.2.1 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Contract” means an agreement for the procurement of items of tangible personal property or services. “Desirable” includes terms such as “may”, “can”, “should”, “preferably”, or “prefers” to identify a sought-after, but discretionary, item or factor.

“Equipment” refers to all technology-related equipment, including but not limited to desktop and laptop computers, servers, workstations, printers, displays, peripherals,
LAN hardware, video-conferencing systems, multimedia and computer related hardware components and spare parts.

“Evaluation Committee” means a body appointed to perform the evaluation of vendor responses. “Finalist” is defined as a vendor who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

“General purpose” includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

“Local-Area-Network” (“LAN”) refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

“Mandatory” includes terms “must”, “shall”, “will”, “is required”, or “are required” to identify a compulsory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the vendor’s bid.

“Manufacturer” means the company that designs, assembles and/or markets technology equipment including servers, workstations, desktop and/or laptop personal computers.

“Vendor” is a technology equipment manufacturer who chooses to submit a bid.

“Request for Bid” or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bid.

“Responsible vendor” means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“System” means any and all entities comprising the Alabama Community College System or any other eligible entity.

“Universal Resource Locator” or “URL” means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

Response:

Presidio acknowledges and understands.
E.2 CONDITIONS GOVERNING THE PROCUREMENT

E.2.1 2.1 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events.

Response:
Presidio acknowledges and understands.

E.2.1.1 2.1.1 Issue of RFB

This RFB is being issued by Alabama Community College System (the “System”).

Response:
Presidio acknowledges and understands.

E.2.1.2 2.1.2 Clarification and Responses

Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of the RFB. Requests for clarification are to be addressed to the Joint Purchase Agreement Administrator as follows:

Alabama Community College System Attn: ITS
Post Office Box 302130 Montgomery, AL 36130-2130
Email: JPA-Notification@accs.edu
Phone: 334-293-4507            Fax: 334-293-4605

Response:
Presidio acknowledges and understands.

E.2.1.3 2.1.3 Deadline to Submit Written Questions

Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on January 25th, 2019.

Response:
Presidio acknowledges and understands.

E.2.1.4 2.1.4 Response to Written Questions/RFB Amendments

Written responses to written questions and any RFB amendments will be posted online at https://www.accs.edu/index.cfm/jpa2019/.

Response:
Presidio acknowledges and understands.

E.2.1.5 2.1.5 Submission of Bid

Two (2) paper copies and an electronic copy (CDROM or USB drive) of the bid responses are required with a completed Evaluation Submission form (Appendix E). The electronic copy of the bid response should be a single PDF file that mirrors the bound, paper copies. Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy “must” be marked as “original” with the company officer's signature.

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the System Office of the Alabama Community College System during normal working hours.

The bid opening will be held on Monday, February 18th, 2019 at 10:00 AM CST in the Board Room at the System Office of the Alabama Community College System (135 South Union Street, 5th Floor, Montgomery, Alabama 36104).

Sealed bids are to be addressed to the physical mailing address in the following manner:

Alabama Community College System
Joint Purchase Agreement Initiative
135 South Union Street Suite#135
Montgomery, Alabama 36104

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver inquiries in writing to the Administrator as noted per section 2.1.3.

Written replies of general significance will be posted online. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all bids in ink; failure to do so will result in rejection of response.

Response:

Presidio acknowledges, understands, and will comply.
E.2.1.6 2.1.6 Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

Response:
Presidio acknowledges and understands.

E.2.1.7 2.1.7 Selection of Finalists

The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations or equipment demonstrations will be determined at this time (if deemed necessary).

Response:
Presidio acknowledges and understands.

E.2.1.8 2.1.8 Clarification from Finalists

Finalists may be asked to submit clarification to their bids (if deemed necessary).

Response:
Presidio acknowledges and understands.

E.2.1.9 2.1.9 Contract Award

After review of the Evaluation Committee, the System will award contracts to the most advantageous vendors.

Bids that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFB will be selected for award. No minimum or maximum number of awards has been predetermined. The System shall make reference to prices quoted by successful vendors on the Alabama State Department of Education Joint Purchase Agreement to determine the reasonableness of prices quoted in response to this Request for Bids.

Response:
Presidio acknowledges and understands.

E.3 GENERAL REQUIREMENTS AND SPECIFICATIONS

E.3.1 3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the
Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

Response:

Presidio acknowledges and understands. Presidio understands that an effective Quality Management process is also a vehicle for meeting the needs of our customers. As such, Presidio is an ISO 9001:2015 registered company.

- We address industry standards such as HIPAA, PCI, Sarbanes Oxley, NERC-CIP, FISMA, and ISO 27001/2.

International Organization for Standardization

ISO is an international standard for quality. This certification demonstrates and ensures Presidio takes seriously and provides industry-approved fundamental quality management processes designed to meet the needs of current and future customers. We are certified by the International Organization for Standardization’s ISO 9001:2015. Presidio fulfills required reviews to ensure ongoing compliance with the applicable standards. Presidio was recertified through April 2021.

Some of the benefits are:

- Top management is directly involved in the improvement of the Quality Management System (QMS).
- Facilitates operation as a customer-focused organization.
- Ensures sustained customer satisfaction by producing and delivering services, and providing support functions that meet customer needs and expectations.
- Increases the effectiveness and efficiency of the organization through continual improvement in systems and products/services quality.

Presidio has fully adopted the ISO principles to help improve our organizational performance. A copy of our ISO 9001 certificate is provided on the page that follows.
Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that: Presidio Networked Solutions
Federal Region
8161 Maple Lawn Blvd
Suite 150
Fulton
Maryland
20759
USA

Holds Certificate No: FS 540746

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

The provision of Original Equipment Manufacturer (OEM), hardware and software products for collaboration, data center, and IT infrastructure solutions.

For and on behalf of BSI:

Carlos Pitanza, Chief Operating Officer Assurance — Americas

Original Registration Date: 2009-04-05
Latest Revision Date: 2018-07-27

Effective Date: 2018-04-05
Expiry Date: 2021-04-04

Page: 1 of 1

"making excellence a habit."
E.3.2  3.2  Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

Response:
Presidio acknowledges and understands.

E.3.3  3.3  Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

Response:
Presidio acknowledges and understands.

E.3.4  3.4  Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

Response:
Presidio acknowledges and understands.

E.3.5  3.5  Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

Response:
Presidio acknowledges, understands, and will comply.

**E.3.6 3.6 Vendors’ Rights to Withdraw Bid**

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor’s duly authorized representative addressed to the representative listed above. The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

Response:
Presidio acknowledges and understands.

**E.3.7 3.7 Bid Offer Firm**

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

Response:
Presidio acknowledges, understands, and will comply.

**E.3.8 3.8 Disclosure of Bid Contents**

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

Response:
Presidio acknowledges and understands.

**E.3.9 3.9 No Obligation**

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.
The System has the right to cancel any contract, for cause, including, but not limited to, the following:

1. failure to deliver within the terms of contract; 2. failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; 3. misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; 5. conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

Response:
Presidio acknowledges and understands.

E.3.103.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

Response:
Presidio acknowledges, understands, and will comply.

E.3.113.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor’s activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor’s activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

Response:
Presidio acknowledges, understands, and will comply.
E.3.123.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

Response:
Presidio acknowledges, understands, and will comply.

E.3.133.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor’s response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor’s terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor’s response.

Response:
Presidio acknowledges and understands.

E.3.143.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

Response:
Presidio acknowledges and understands.

E.3.153.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.
Response:
Presidio acknowledges and understands.

E.3.163.16  Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

Response:
Presidio acknowledges and understands. The list pricing for all Cisco products and services will be provided by the manufacturer at www.cisco.com and will be accessible via the Presidio Vision portal.

E.3.173.17  Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

Response:
Presidio acknowledges, understands, and will comply.

E.3.183.18  Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor’s response.

Response:
Presidio acknowledges, understands, and will comply.

E.3.193.19  Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate
sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Response:
Presidio acknowledges and understands.

E.3.203.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory – Alabama</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$2,000,000 (each employee, each accident and policy limit)</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
<td></td>
</tr>
<tr>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$2,000,000 each accident – combined single limit</td>
</tr>
</tbody>
</table>

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker’s compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker’s Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew
any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

Response:
Presidio acknowledges and understands. Presidio requests the following addition, shown in red and underlined, to the insurance clauses: “These policies shall contain a thirty-(30) day written notice (10-days in the event of nonpayment of premium) to the System before cancellation, reduction or other modification of any kind to the required coverage.”

E.3.21 3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer’s standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

Response:
Presidio acknowledges, understands, and will comply. Please note, that Presidio, as a reseller of various manufacturers’ products, will supply each component the manufacturer includes with the product purchased. Additional cabling or connectors, sold separately, may be required based upon the purchasing entity’s individual network setup.

E.4 SPECIFICATIONS

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

Response:
Presidio acknowledges, understands, and will comply.

E.4.1 3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus
the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

Response:

Presidio can supply products and services throughout the State of Alabama. Our personnel are based in Birmingham as shown in the provided Gulf States map.

Additionally, Presidio operates nationally and globally with 60+ offices strategically located throughout the U.S. and delivers to clients outside the U.S. through an international partner network reaching more than 150 countries. We employ over 2,800 individuals and are licensed to do business in all U.S. states.
Presidio’s Engagement Methodology

Presidio’s proprietary approach to solution development and delivery, the Strategic Engagement Framework (SEF), ensures we deliver superior solutions and services to our clients consistently. Presidio works with clients to identify business objectives, address unknown variables, and potential liabilities; this ensures a solution in sync with your technology and business requirements. When we partner with a client and envision and plan, Presidio is confident we will execute a client-focused business technology solution that may significantly reduce financial and organizational risk.

Presidio’s SEF is used in collaboration with Presidio clients to ensure better business results with minimal risk. To accomplish this, initiatives are broken down into activities, tasks, and deliverables in a series of phases that start with aligning needs of the business to the capabilities of technology solutions and evaluating for positive impact into the organization (Envisioning). When vision consensus is achieved, the solution is refined and proposed (Proposal). Capabilities of solutions are then further mapped into the technical and user environments, and a detailed design and project plan is developed (Systems Engineering and Planning). With a clear understanding of business impact, risks, and rewards, and with a comprehensive design and plan in place, the solution is implemented into the client environment (Execution). When the solution is in place, it is important to ensure a qualified, efficient, and timely support structure is in place to maintain optimal operating conditions and to ensure the solution continues to add value over time (Managed IT/OPEX). These phases combine to form the SEF. Details regarding each of the phases follow.

The following is a high-level diagram of Presidio’s Strategic Engagement Framework.
Exhibit 3. Presidio’s Strategic Engagement Framework

Envisioning

The goal of the Envisioning Phase is to align technology usage to business needs and evaluate this alignment for positive impact to the organization. The Vision Team, comprised of both Presidio and client experts, is created to facilitate this process.

Understanding business needs extends far beyond the function of a proposed technology into an awareness of the environment, type of industry, strategic objectives, and tactical challenges of the organization. Determination of a possible solution’s value to the organization is made quickly. If a potential technology application does not add positive impact, valuable time and resources are not spent pursuing it.

Envisioning is critical to the success and impact of a project. The Project Vision document is the main Vision Team deliverable and documents the work done in the Envisioning Phase. Another option for documenting Vision Consensus is the presentation format. Regardless of what format is used, after Vision Consensus is achieved, the next step is to move forward to the Proposal Phase.

Exhibit 4. SEF Envisioning Phase

Proposal

The goal of the Proposal Phase is to refine and formalize the Project Vision in a proposal. The Proposal Team, comprised of both Presidio and client experts, is created to facilitate this process.
The Proposal incorporates the work done during the Envisioning Phase and includes a quote for the Systems Engineering and Planning Phase, key assumptions, and project terms and conditions. A budget estimate for the Execution Phase and a preliminary Bill of Materials (BOM) may also be included. While the Execution Phase is a budget estimate, Presidio provides assurance any remaining conjecture will be eliminated during the Systems Engineering and Planning Phase.

Exhibit 5. SEF Proposal Phase

**Systems Engineering/Planning**

The goal of the Systems Engineering and Planning Phase is to assess and mitigate risk by documenting the project plan and creating a detailed design that considers all known issues pertaining to the technology solution, the client’s business, and end users. The Systems Engineering and Planning Phase work incorporates industry and vendor best practices, as well as previous Presidio real-world execution experience.

The Systems Engineering and Planning Team, comprised of both Presidio and the client’s experts, is created to facilitate this process. This work is centered on the discovery of the existing environment and integrating the solution into the organization.

The Systems Engineering and Planning team creates the following Systems Engineering and Planning Phase documents and deliverables: Systems Engineering Report, Detailed Project Scope and Schedule, final BOM, and final Services Agreement to execute the solution. The work done in the Systems Engineering and Planning Phase significantly lowers risk by addressing all open issues and finalizing the fixed scope and budget before executing on the final decision.
Execution

With a clear understanding of business impact, risks, and rewards, and with a comprehensive design and plan in place, the goal of the Execution Phase is to perform the Scope of Work (SOW) developed and finalized in the Systems Engineering and Planning Phase. This is the phase where the actual deployment of the solution takes place. The Execution Team is comprised of both Presidio and the client.
Post-Engagement Support

After the solution implemented, it is important to ensure a qualified, efficient, and timely support structure to maintain optimal operating conditions and ensure the solution continues to add value.

Presidio offers a comprehensive portfolio of Managed Services that addresses the client’s daily IT management needs so your internal IT staff can focus on strategic initiatives. Our Managed Services offerings include:

- Network Services
- Security Services
- Data Center Services
- Collaboration Services
- Workplace Services
- Service Management

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Response:

*Presidio Project Escalation Strategy*

The escalation strategy during the implementation of technologies during the SEF process is:

The timeline during escalation would be 24 hours or less during each phase of escalation.

Product failures outside the boundaries of an implementation project would adhere to the timelines and support processes of the manufacturer of the product that failed. Most technology manufacturers have product warranties with SLA criteria with an option to enhance their response through the purchase of add on support products.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Response:

Presidio knows our existence depends on our customers. We participate in customer satisfaction initiatives with all of our key partners, and our culture fosters the highest levels of customer service. Our highly skilled and experienced team members share in this customer service
philosophy of consistently meeting our clients’ requirements and exceeding their expectations, resulting in over 95% staying with us year-after-year.

Presidio’s strong commitment to client satisfaction is demonstrated by consistently high satisfaction ratings among our clients and leading vendor partners.

**E.4.2 3.23 Reporting**

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

**Response:**

Presidio agrees to provide quarterly utilization reports to the System based upon the schedule and minimum content described in the request. Presidio includes a sample of the report in Exhibit 8.

### 3760 Sales Report (April 2018 - June 2018)

<table>
<thead>
<tr>
<th>Date</th>
<th>State</th>
<th>Entity</th>
<th>Client</th>
<th>Description Summary</th>
<th>Total</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/27/2018</td>
<td>MS</td>
<td>Mississippi State Fire</td>
<td>Academy</td>
<td>Switches</td>
<td>$12,035.18</td>
<td>Cisco</td>
</tr>
<tr>
<td>6/11/2018</td>
<td>MS</td>
<td>City of Tupelo PD-ADM</td>
<td>Storage</td>
<td></td>
<td>$31,759.19</td>
<td>Cisco</td>
</tr>
</tbody>
</table>

**Governing Authorities Total** $43,794.37

*Exhibit 8. Sample Quarterly Report*

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.
Response:

Within the Vision portal (further described in Section E.4.3 below), users can run reports and export them to MS Excel. Users also have the option of subscribing to reports. The reports are emailed to you automatically on a schedule of your choosing. See Exhibit 9 and Section E.4.3.

![Exhibit 9. Presidio’s Vision Portal – Reports](image)

E.4.3 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL’s may be provided which reference sites that demonstrate the desired functionality.

Response:

Presidio’s Vision portal is a self-service channel – easy to use and customizable – that includes shopping, ordering, maintenance contracts, and device management. The Vision portal enhances Presidio’s customer relationships by providing a single, integrated tool for our customers to interact with us.
Key Features:

- Account information 24/7
- Order status tracking
- Quote and order history
- Product catalogs
- Punchout to Cisco Commerce Website (CCW)
- Quote requests
- Automated quote approval workflows
- Maintenance contract information
- Contract and device adjustment requests
- Insight into Cisco bugs, TAC cases, and RMAs
- Self-service reporting
- Report subscriptions via email
- Punchout via procurement platforms like Ariba
- B2B and API connections with vendors like Cisco

Through the Vision portal, users can send requests directly to their Account Managers, Inside Sales Representatives, Credit and Collections Representatives, and Maintenance Contract Agents. The Vision portal is a Web-based tool, developed in-house and owned by Presidio. It utilizes B2B connections with Cisco and other vendors and is free to all Presidio customers.

The Vision portal gives Presidio’s customers insight into products, quotes, orders, and maintenance contracts. Users can browse catalogs, request quotes, place orders, track shipments, and run reports. They can view maintenance contracts and request adjustments, such as service level upgrades, contract consolidations, and device site transfers.

To learn more about this exciting service, please visit [https://eportal.presidio.com/](https://eportal.presidio.com/) or [https://youtu.be/TtCZ0hqE9r4](https://youtu.be/TtCZ0hqE9r4).
The Vision portal provides a central repository where users can view their orders.

Exhibit 10. Presidio’s Vision Portal – Order History

Within this repository, users can view detailed shipping status and ETAs, as well as tracking and serial numbers.

Exhibit 11. Presidio’s Vision Portal – Order Status Tracking
The Vision portal displays a detailed list of your quotes.

![Exhibit 12. Presidio’s Vision Portal – Quote History](image)

Within this list, users can approve new quotes, attach purchase orders, and place orders.

![Exhibit 13. Presidio’s Vision Portal – Quote Approval](image)
The Vision portal offers product catalogs that allow users to browse and shop for items, both individual and/or bundled. See Exhibits 14 and 15.

Exhibit 14. Presidio’s Vision Portal – Product Catalogs

Exhibit 15. Presidio’s Vision Portal – Product Bundles
When searching through items in the product catalogs, users can request quotes.

Exhibit 16. Presidio’s Vision Portal – Quote Requests

In the Vision portal, users have access to a detailed invoice history.

Exhibit 17. Presidio’s Vision Portal – Invoice History
The Vision portal comes with maintenance contract information, including non-Cisco contracts.

Exhibit 18. Presidio’s Vision Portal – Contracts Dashboard

From the contracts dashboard, users can access and view device details.

Exhibit 19. Presidio’s Vision Portal – Device Detail
The contracts dashboard allows users to request adjustments, such as service level upgrades, contract consolidations, and device site transfers.

**Exhibit 20. Presidio’s Vision Portal – Contract Adjustments**

In the Vision portal’s Cisco Service Center, users can search through Technical Assistance Center (TAC) cases, Return Material Authorizations (RMAs), and Cisco bugs so they can make informed decisions about their Cisco products.

**Exhibit 21. Presidio’s Vision Portal – Cisco Service Center**
Every user in the Vision portal can have a different level of access depending on their job function. There is no limit to the number of users on an account.

Exhibit 22. Presidio’s Vision Portal – User Permissions

Presidio has extensive experience and capabilities supporting our clients’ electronic catalog environments, enabling our clients to order products, software, and services online efficiently and conveniently. Presidio’s Vision portal can integrate with procurement platforms that support the following protocol: cXML. As a result, we support multiple catalog interfaces for customers, such as SAP, Ariba, and Coupa.

E.4.4 3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
<table>
<thead>
<tr>
<th>Monitors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storage</td>
</tr>
<tr>
<td>Networking Equipment</td>
</tr>
<tr>
<td>Audio and Video Conferencing Equipment</td>
</tr>
<tr>
<td>Multimedia Hardware</td>
</tr>
<tr>
<td>VOIP/Unified Communications Solutions</td>
</tr>
<tr>
<td>Video Surveillance Solutions</td>
</tr>
<tr>
<td>Key and Access Control Equipment</td>
</tr>
<tr>
<td>Software</td>
</tr>
<tr>
<td>Professional Services</td>
</tr>
<tr>
<td>Other</td>
</tr>
</tbody>
</table>

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

- **Client Computers** (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

- **Client Computers** (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Other
The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
Servers
Networking Equipment
Audio and Video Conferencing Equipment
VOIP/Unified Communications Solutions
Video Surveillance solutions
Key and Access Control Equipment
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
Servers Printers Monitors Storage
Networking Equipment
Audio and Video Conferencing Equipment
Multimedia Hardware
VOIP/Unified Communications Solutions
Video Surveillance solutions
Key and Access Control Equipment
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

Response:

Presidio provides quality products at competitively low prices because we hold the highest industry certifications from our OEMs. We maintain a portfolio of more than 500 OEM relationships, providing a comprehensive listing of thousands of products including computers, printers, monitors, servers, storage, networking, audio visual, multimedia, VoIP/UC, video surveillance, and key/access control equipment and software along with related installation,
support, and training services. Additionally, Presidio is able to add OEMs and products to our portfolio to meet our clients’ ever-changing current and future technology challenges.

**Exhibit 23. Sample of Presidio’s Industry Certifications**

*Presidio holds the highest industry certifications.*

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Presidio’s Certification Level and other Credentials</th>
</tr>
</thead>
<tbody>
<tr>
<td>APC</td>
<td>Elite Partner</td>
</tr>
<tr>
<td>Aruba Networks</td>
<td>Silver Partner</td>
</tr>
<tr>
<td>Avaya/Nortel</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>Barracuda Networks</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>BlueCoat</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>BMC Software</td>
<td>Elite Partner</td>
</tr>
<tr>
<td>Brocade</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>CA Technologies</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>Check Point Software</td>
<td>Silver Partner</td>
</tr>
<tr>
<td>Ciena</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>CommVault Systems</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>DELL</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>Presidio’s Certification Level and other Credentials</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>EMC</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td></td>
<td>Velocity² Advantage Partner</td>
</tr>
<tr>
<td></td>
<td>Value Added Reseller</td>
</tr>
<tr>
<td></td>
<td>Global Services Subcontractor</td>
</tr>
<tr>
<td></td>
<td>Alliances:</td>
</tr>
<tr>
<td></td>
<td>ASN Implement Partner</td>
</tr>
<tr>
<td></td>
<td>Velocity Solution Partner</td>
</tr>
<tr>
<td>Emerson Network Power</td>
<td>Diamond Partner</td>
</tr>
<tr>
<td>Extrahop</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>Extreme Networks</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>F5 Networks</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>FireEye</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>Fluke Networks</td>
<td>Preferred Partner</td>
</tr>
<tr>
<td>Gigamon</td>
<td>Platinum</td>
</tr>
<tr>
<td>Good Technology</td>
<td>Tier 1 Partner</td>
</tr>
<tr>
<td>Hitachi Data Systems</td>
<td>Silver Partner</td>
</tr>
<tr>
<td>HP</td>
<td>Platinum HPE SW Specialist</td>
</tr>
<tr>
<td></td>
<td>Platinum Converged Infrastructure Specialist</td>
</tr>
<tr>
<td></td>
<td>Gold Partner: Enterprise Server</td>
</tr>
<tr>
<td></td>
<td>Gold Partner: Enterprise Storage</td>
</tr>
<tr>
<td></td>
<td>Gold Partner: Networking</td>
</tr>
<tr>
<td></td>
<td>Gold Partner: ServiceOne</td>
</tr>
<tr>
<td></td>
<td>Gold Cloud Builder Specialist</td>
</tr>
<tr>
<td></td>
<td>Silver HPE Security – Data Security</td>
</tr>
<tr>
<td></td>
<td>Silver HPE Security ArcSight</td>
</tr>
<tr>
<td></td>
<td>US BDA Agent Partner</td>
</tr>
<tr>
<td></td>
<td>US HP Source Partner Direct</td>
</tr>
<tr>
<td></td>
<td>US Qualified Software Partner</td>
</tr>
<tr>
<td>IBM</td>
<td>Premier Partner</td>
</tr>
<tr>
<td></td>
<td>System Storage Specialty</td>
</tr>
<tr>
<td>Imperva</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>Infoblox</td>
<td>Elite Partner</td>
</tr>
<tr>
<td>Intel</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>IPcelerate</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>Jabra</td>
<td>Authorized Partner</td>
</tr>
<tr>
<td>Juniper Networks</td>
<td>Elite Partner</td>
</tr>
<tr>
<td>McAfee</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>Microsoft</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>MobileIron</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>Motorola</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>NetApp</td>
<td>Star Partner, Authorized Professional Service Partner (APSP), and Platinum Authorized Reseller</td>
</tr>
<tr>
<td>NetScout Systems Inc.</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>Nimble Storage</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>Open Gear</td>
<td>Premier Partner</td>
</tr>
<tr>
<td>Oracle Corporation</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>Paessler</td>
<td>Silver Partner</td>
</tr>
<tr>
<td>Palo Alto Networks</td>
<td>Diamond Partner</td>
</tr>
<tr>
<td></td>
<td>NextWave Platinum Reseller</td>
</tr>
<tr>
<td>Pure Storage</td>
<td>Platinum Partner</td>
</tr>
<tr>
<td>Red Hat</td>
<td>Advanced Partner</td>
</tr>
<tr>
<td>RedSky</td>
<td>Gold Partner</td>
</tr>
<tr>
<td>Riverbed Technology</td>
<td>Elite Partner</td>
</tr>
<tr>
<td>RSA Security</td>
<td>Premier Partner</td>
</tr>
</tbody>
</table>
Other strategic partners include DataDomain, E-Watch, Fortress Technologies, fSONA, Global Knowledge, Lenovo, Oracle, and SecureLogix. We can resell other brands of products available through national distribution organizations, such as Tech Data and Ingram Micro.

### E.4.5 3.26 Primary Account Representative

**Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.**

**Response:**

The proposed primary account representative is Mr. Trey Oliver. His backup will be Mr. Brian Brantley. Contact information and address for both are:

**Presidio Networked Solutions LLC**  
22 Inverness Pkwy Suite 100, Birmingham, AL 35242  
**Trey Oliver, Account Manager**  
Phone: 205-238-6018 • Cell: 501-831-2373 • Email: toliver@presidio.com  
**Brian Brantley, Account Manager**  
Phone: 205-238-6026 • Cell: 205-602-2069 • Email: bbrantley@presidio.com
The proposed primary marketing supervisor for ACCS is Mr. Ed Gogol. His direct contact information is:

![Presidio Networked Solutions LLC](image)

E.4.6 3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

Response:

Presidio includes the following three references that are similar in size and complexity.

<table>
<thead>
<tr>
<th>UNIVERSITY OF SOUTHERN MISSISSIPPI</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
</tr>
<tr>
<td><strong>Description of Products and Services Provided</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SOUTH LOUISIANA COMMUNITY COLLEGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
</tr>
<tr>
<td><strong>Description of Products and Services Provided</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MCNEESE STATE UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
</tbody>
</table>
MCNEESE STATE UNIVERSITY

<table>
<thead>
<tr>
<th>Email Address</th>
<th><a href="mailto:chad@mcneese.edu">chad@mcneese.edu</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Products and Services Provided</td>
<td>Voice / Collaboration / Wireless / Security / Route / Switch / Telepresence / Storage / Data Center – services for all projects.</td>
</tr>
</tbody>
</table>

**E.4.7 3.28 Pricing Level and Guarantee**

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

**Firm Price** – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

**Response:**

Presidio and Cisco have developed a comprehensive partnership to provide robust and reliable solutions to our clients. This is accomplished by Presidio establishing deep technical expertise in the entire Cisco portfolio and by a unique collaborative relationship that results in co-developing innovative solutions.

The Cisco Gold Certified Partner designation offers the highest level of branding, economic incentives, and differentiation as a reward for loyalty to Cisco, for capabilities in providing value-added services, and for a commitment to customer success. In addition, Gold Certified Partners have integrated Cisco Lifecycle Services into their offerings and demonstrated a high level of customer satisfaction.

**Presidio Cisco Baseline Discount Levels**

*Highest Cisco Partner Level-Gold*

<table>
<thead>
<tr>
<th>Category</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Cisco Hardware</td>
<td>42%</td>
</tr>
<tr>
<td>Cisco Smart Net Total Care for Education</td>
<td></td>
</tr>
<tr>
<td>1 Year</td>
<td>35.00%</td>
</tr>
<tr>
<td>2 Years</td>
<td>37.60%</td>
</tr>
<tr>
<td>3 Years</td>
<td>39.55%</td>
</tr>
<tr>
<td>4 Years</td>
<td>38.41%</td>
</tr>
<tr>
<td>5 Years</td>
<td>41.50%</td>
</tr>
</tbody>
</table>

**Presidio’s Professional Services Pricing**

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for Basic Installation Services</td>
<td>$170.00</td>
</tr>
<tr>
<td>Hourly Rate for Project Manager/Engineer/Advanced Technical</td>
<td>$185.00</td>
</tr>
<tr>
<td>Hourly Rate for Travel</td>
<td>$150.00</td>
</tr>
</tbody>
</table>
The list pricing for all Cisco products and services will be published by the manufacturer at www.cisco.com and will be accessible via the Presidio Vision portal. The quoted discount levels will remain constant during the term of the JPA contract.

**E.4.8 3.29 Oral Presentation and Demonstration**

*If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.*

**Response:**

Presidio acknowledges, understands, and will comply.

**E.4.9 3.30 Equipment and Services Schedule**

*Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.*

*The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.*

**Response:**

Presidio acknowledges, understands, and will comply.

**E.4.10 3.31 Scope of Work**

*The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid “purchase orders”. Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.*

**Response:**
Presidio acknowledges, understands, and will comply.

**E.4.113.32 Title Passage**

*Title to equipment shall pass to the procuring entity upon acceptance of equipment.*

Response:
Presidio acknowledges, understands, and will comply.

**E.4.123.33 Quantity Guarantee**

*This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.*

Response:
Presidio acknowledges and understands.

**E.4.133.34 Order of Precedence**

*Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:*

A. the terms and conditions of this RFB  
B. exhibits to this agreement  
C. the list of products and services contained in the purchase order  
D. vendor’s response

Response:
Presidio acknowledges and understands.

**E.4.143.35 Payment Provisions**

*All payments under this agreement are subject to the following provisions:*

A. Acceptance
The procuring entity shall determine whether all products delivered to it meet the vendor’s published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified “No Partial Shipments” on each purchase order.

C. Invoices

Invoices shall be submitted to the procuring entity.

Response:

Presidio acknowledges and understands.

E.4.153.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.
Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

Response:
Presidio acknowledges and understands.

E.4.163.37 Warranties

At a minimum, the products shall be covered under the manufacturer’s warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

Response:
Presidio acknowledges and understands.

E.4.173.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

Response:
Presidio acknowledges, understands, and will comply.

E.4.183.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

Response:
Presidio acknowledges this requirement. Technical Support will be provided by the Original Equipment Manufacturer (OEM).
E.4.193.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

Response:
Presidio acknowledges, understands, and will comply based upon the availability from the OEM.

E.4.203.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

Response:
Presidio acknowledges and understands.

E.4.213.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

Response:
Presidio acknowledges, understands, and will comply.

E.4.223.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).
Response:
Presidio acknowledges, understands, and will comply.

E.4.233.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

Response:
Presidio acknowledges, understands, and will comply based on flow-through from the OEM.

E.4.243.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

Response:
Presidio acknowledges and understands.

**E.4.253.46 Ethics**

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

Response:

Presidio acknowledges, understands, and will comply.

**E.4.263.47 Replacement Parts**

Replacement parts may be refurbished with agreement of procuring entity.

Response:

Presidio acknowledges, understands, and will comply.

**E.4.273.48 FCC Certification**

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

Response:

Presidio acknowledges, understands, and will comply based on manufacturer representations. Exceptions may be necessary on a product-by-product basis as determined by the manufacturer.
**E.4.28 Site Preparation**

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

**Response:**
Presidio acknowledges and understands.

**E.4.29 Assignment**

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

**Response:**
Presidio acknowledges, understands, and will comply.

**E.4.30 Survival**

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**Response:**
Presidio acknowledges, understands, and will comply.

**E.4.31 Lease Agreements**

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

**Response:**
Presidio acknowledges, understands, and will comply. Presidio offers flexible financing products and services.
E.4.32.3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 28th, 2019. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Response:

Presidio acknowledges, understands, and will comply.
E.5  BID FORMAT AND ORGANIZATION

E.5.1 4.1 Bid Format

All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Response:
Presidio acknowledges, understands, and will comply.

E.5.1.1 4.1.1 Bid Organization

The bid response must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

A. Letter of Transmittal
B. Evaluation Submission Form
C. Table of Contents
D. Bid Summary (optional)
E. Response to General Requirements and Specifications

Within each section of the bid, vendors should address the items in the order in which they appear in this RFB.

Any bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the vendor’s response.

Response:
Presidio acknowledges, understands, and will comply.

E.5.1.2 4.1.2 Letter of Transmittal

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

A. Identify the submitting organization
B. Identify the name and title of the person authorized by the organization to contractually obligate the organization
C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
D. Identify the names, titles and telephone numbers of persons to be contacted for clarification

E. Explicitly indicate acceptance of the Conditions Governing the Procurement

F. Be signed by the person authorized to contractually obligate the organization

G. Acknowledge receipt of any and all amendments to this RFB.

Response:
Presidio acknowledges, understands, and will comply.

E.6 EVALUATION

E.6.1 5.1 Evaluation Process

All responses will be reviewed for compliance with the mandatory requirements stated within the RFB.

Bids deemed non-responsive will be eliminated from further consideration.

The System may contact the vendor for clarification of the response.

The Evaluation Committee may use other sources of information to perform the evaluation.

Responsive bids will be evaluated on factors that have been assigned a point value. The responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the bids submitted. The responsible vendors, whose bids are most advantageous, taking into consideration the evaluation factors, will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement is expected to result in a multiple source award. The right to reject any or all bids, or any portions thereof, is reserved.

Response:
Presidio acknowledges and understands.
E.7 EXCEPTIONS AND/OR CLARIFICATIONS REQUESTED

In accordance with Item 3.18.3, Bid Terms, Presidio requests the addition of a Limitation of Liability clause to read as follows: “IN NO EVENT SHALL PRESIDIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PRESIDIO’S ENTIRE LIABILITY HEREUNDER AND CLIENT’S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY CLIENT TO PRESIDIO FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.”